



OIL, GAS AND COALBED METHANE LEASE

THIS AGREEMENT, made and entered into this 23rd day of January, 2006 by and betweenJohn F. Mueller and Jennifer H. Mueller, husband and wifeof RD 3 Box 362 C. Cameron, West Virginia 26033

Phone No. _____

hereinafter called the Lessor, and **GREAT LAKES ENERGY PARTNERS, L.L.C.**, 125 State Route 43, P. O. Box 550, Hartville, Ohio 44632 Phone No., (330) 877-6747, hereinafter called the Lessee, WITNESSETH:

1. That the Lessor, for and in consideration of Ten dollars (\$10.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, its successors and assigns, all that certain tract(s) of land hereinafter described, for the purpose of exploring for by geophysical, seismic, and other methods, drilling, operating for, producing, removing and marketing oil, gas, and coalbed methane gas, and all associated hydrocarbons and all products produced therewith or which may be derived therefrom, along with the right to stimulate all coal seams or other strata or formations using any and all methods and technology available at the time of stimulation, and of injecting and storing, air, gas, brine and other substances from any source and into any subsurface strata, other than potable water strata and workable coal strata (including but not limited to the right to inject into any wells on the leasehold property and to otherwise conduct all such secondary or tertiary operations as may be required in the opinion of the Lessee), the right to conduct surveys (including seismic surveys) and to transport by pipelines or otherwise across and through said lands oil, gas, and coalbed methane gas and their constituents from the subject and other lands, regardless of the source of such production or the location of the wells, which right to transport production from other properties across the leasehold premises shall survive the term of this lease so long as the transportation of such production may be desired by the Lessee, and of placing of tanks, equipment, roads and structures thereon to procure and operate for the said products, together with the right to enter into and upon the leased premises at all times for the aforesaid purposes.

Said land is situate in Cameron District, Marshall County, bounded substantially by lands now and/or formerly owned as follows:North by: lands of SEE ATTACHED EXHIBIT "A"

East by: lands of _____

South by: lands of _____

West by: lands of _____

Tax Parcel Number(s) SEE ATTACHED EXHIBIT "A"being all the property owned by Lessor or to which the Lessor may have any rights in said Section/Lot/District or adjoining Sections/Lots/Districts, containing 184.641 acres, more or less, and being the property described in Deed Volumes SEE ATTACHED EXHIBIT "A" Page _____ of the Marshall County Record of Deeds.

2. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of five (5) years and so much longer thereafter as oil, gas, and/or coalbed methane gas or their constituents are produced or are capable of being produced on the premises in paying quantities, in the judgment of the Lessee, or as the premises shall be operated by the Lessee in the search for oil, gas, and/or coalbed methane gas and as provided in Paragraph 7 following.

3. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within twelve months from the date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereafter pay a delay rental of \$923.21 Dollars each year, payments to be made annually until the commencement of a well. A well shall be deemed commenced when preparations for drilling have been commenced. It is stipulated that this lease shall not terminate for nonpayment of delay rentals unless Lessor first gives Lessee sixty (60) days written notice by registered mail of such nonpayment, and Lessee fails to tender such payment to Lessor within said sixty (60) day period.

4. In consideration of the premises the Lessee covenants and agrees:

(A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost, one-eighth (1/8) of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is sold into tanks or pipelines. Payment of royalty for oil marketed during any calendar month to be on or about the 60th day after receipt of such funds by the lessee.

(B) To pay to the Lessor, as royalty for the oil, gas, and/or coalbed methane gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of the price paid to Lessee per thousand cubic feet of such oil, gas, and/or coalbed methane gas so marketed and used, measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.73 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit and stipulated flowing temperature of 60 degrees Fahrenheit, without allowance for temperature and barometric variations less any charges for transportation, dehydration and compression paid by Lessee to deliver the oil, gas, and/or coalbed methane gas for sale. Payment of royalty for oil, gas, and/or coalbed methane gas marketed during any calendar month to be on or about the 60th day after receipt of such funds by the Lessee.

(C) Lessee to deduct from payments in (A) and (B) above from receipts of proceeds by Lessee, Lessor's prorata share of any tax imposed by any government body.

(D) In the event Lessee does not sell the oil, gas, and/or coalbed methane gas to others, Lessor shall be paid on the basis of the lowest field market price paid by any public utility in the state at the well head for oil, gas, and/or coalbed methane gas of like kind and quality, and on the same basis that such utility would pay for such oil, gas, and/or coalbed methane gas, including any escalation in price that such utility would pay for such oil, gas, and/or coalbed methane gas as if a contract for the sale of same had been entered into at the time of initial production.

5. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to:

to the address above _____ at _____


and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil, gas, and/or coalbed methane gas or their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

6. Lessor may, at Lessor's sole risk and cost, lay a pipeline to any one non-coalbed methane gas well on the premises, and take gas produced from said well for domestic use in one dwelling house on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee, and subject to any curtailments or shut-in by any purchaser of the gas. The first ~~two hundred~~ two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of ~~two hundred~~ two hundred thousand cubic feet of gas taken in each year shall be paid for at the last published rates of the gas utility in the town or area nearest to the leased premises or the field market rate, whichever is higher. Lessor to lay and maintain the pipeline and furnish regulators and other

DBH Four hundred



DBH Four hundred



necessary equipment at Lessor's expense. Lessor shall also, at the request of Lessee, install a meter to measure said gas. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the L. relating to the use of said domestic-use gas, and Lessor shall maintain the said pipeline, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks whether same be caused by Lessor's lines or equipment, or whether same be caused by Lessee's equipment or well operation; and Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on the leasehold premises harmless from any claims of any nature whatsoever which may rise by the usage of gas from any such well by Lessor, his heirs, executors, administrators and assigns. The within right of domestic use gas shall not be assignable without the written consent of the Lessee. Lessor further agrees that upon the sale or transfer of the leasehold premises wherein someone other than the Lessor is entitled to take the gas under this Paragraph 6, that the gas supply will be terminated by Lessee until the Seller of the property has received written consent to assign said domestic-use gas from Lessee and Buyer executes an agreement regarding the usage of the gas. In the absence of such an agreement and Lessee's written consent to assign said domestic-use gas, domestic-use gas under this provision shall terminate. Under no circumstances shall Lessor be entitled to use domestic-use gas from any well which produces methane gas from coal seams (coalbed methane).

7. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate, unless within twelve (12) months from the date of the completion of the plugging of such well, the Lessee shall commence another well, or unless the Lessee after the termination of said twelve month period resumes the payment of delay rental as hereinabove provided.

8. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, an advance royalty of \$1.00 per acre per year until production is marketed and sold off the premises or such well is plugged and abandoned according to law.

9. The consideration, land rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee, and the further right of drilling or not drilling on the leased premises, whether to offset producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

10. Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form a oil, gas, and/or coalbed methane gas development unit of not more than 640 acres, or such larger unit as may be required by state law or regulation for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the lands on which such a non-coalbed methane gas well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) oil, gas, and/or coalbed methane gas royalty hereinbefore provided, that proportion of such one-eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil, gas, and/or coalbed methane gas lease setting forth the leases or portions thereof consolidated, the royalty distribution and recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut in, the well rental for shut-in royalty hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated. Lessee shall have the right to amend, alter or correct any such consolidation at any time in the same manner as herein provided.

11. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein, then the royalties and rentals herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

12. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessee by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of a duly certified copy thereof to the Lessee.

13. Lessee shall have the right to assign and transfer the within lease in whole or in part, and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part of this lease shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned, the Lessee herein shall have no further obligations hereunder. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon to become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises.

14. Lessee shall bury, when so requested by the Lessor, all pipelines used to conduct oil, gas, and/or coalbed methane gas to, on, through and off the premises and pay all damages to growing crops and drainage tiles and/or other artificial drainage fixture caused by operations under this lease. Lessee agrees to restore the premises in accordance with state laws. Any damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive and binding on all parties. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser. Arbitration shall be mandatory. No well shall be drilled within 200 feet of any existing barn or dwelling.

15. Lessor agrees to abide by all reasonable safety policies of Lessee with respect to Lessee's operations, including but not limited to the following: No structures shall be erected or moved on a location within one hundred feet (100') of a well or tank battery, or within twenty-five feet (25') of Lessee's pipelines.

16. Lessee shall have the privilege of using sufficient oil, gas, coalbed methane gas, water, and/or minerals for operating on the premises and the right at any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

17. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure, including but not limited to acts of God, strikes, riots and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within lease expire for a period of ninety days after the termination of any force majeure.

18. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within

which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

19. In consideration of the acceptance of this lease by the Lessee, the Lessor agrees for himself and his heirs, successors and assigns, that no other lease for the minerals covered by this lease shall be granted by the Lessor during the term of this lease or any extension or renewal thereof granted to the Lessee herein. Upon the expiration of this lease and within sixty (60) days thereafter, Lessor grants to Lessee an option to extend or renew under similar terms a like lease.

20. Lessor hereby warrants that Lessor is not currently receiving any bonus, rental, production royalty as the result of any prior oil and gas lease covering any or all of the subject premises, and that there are no commercially producing wells currently existing on the subject premises, or upon other lands within the boundaries of a drilling or production unit utilizing all or a part of the subject premises.


21. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them. Lessor further agrees to sign such additional documents as may be reasonably requested by Lessee to perfect Lessee's title to the oil, gas, and/or coalbed methane gas leased herein and such other documents relating to the sale of production as may be required by Lessee or others. Lessor grants Lessee a power of attorney to execute indemnifying division orders for the sale of oil, gas, and/or coalbed methane gas.

22. SEE ATTACHED EXHIBIT "A" MADE APART HERETO AND A PART HEREOF.

IN WITNESS WHEREOF the Lessors have hereunder set their hands.

Signed and acknowledged in the presence of:

Signatures

 _____
John F. Mueller

Jennifer H. Mueller

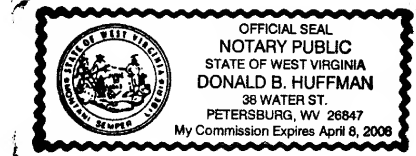
Jennifer H. Mueller

State of West Virginia
County of Marshall, to-wit:

The foregoing instrument was acknowledged before me this 23rd day of JANUARY 2006, by John F. Mueller and Jennifer A. Mueller, husband and wife.

My commission expires April 8, 2008.

Donald B. Huffman
Notary Public



State of West Virginia
County of Marshall, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, by _____.

My commission expires _____.

Notary Public

This Addendum to Oil, Gas and Coalbed Methane Lease agreement dated January 23rd, 2006 is attached to and made a part of that certain Oil, Gas and Coalbed Methane dated January 23rd, 2006 (the "Lease"), by and between John A. Mueller and Jennifer H. Mueller, husband and wife, herein called "Grantor," and GreatLakes Energy Partners, L.L.C., herein called "Grantee."

<u>County</u>	<u>District</u>	<u>Total Acres</u>	<u>Deed/page</u>	<u>Map/Parcel</u>
Marshall	Cameron	39.718	597/557	3-0008-0015 3-0009-0010
Marshall	Cameron	39.783	597/557	3-0008-0006
Marshall	Cameron	91.00	597/557	3-0008-0007
Marshall	Cameron	6.00	597/557	3-0008-0016
Marshall	Cameron	8.14	597/557	3-0008-0017

1. Location of any well(s), shall be approved by the Lessors or one of their representatives in writing prior to location thereof. Such approval shall not be unreasonably withheld or delayed. Upon receipt of Lessee's written location approval form, Lessor shall have fourteen (14) days from the date of receipt to approve and return said form or to advise Lessee in writing of their disapproval of a specific location(s) associated with said form and provide Lessee with an alternate location(s) that Lessee deems to be economically feasible and at a legal location pursuant to the rules and regulations of the State/Commonwealth. Lessor's failure to notify and return Lessee's written location approval form or to provide Lessee with such alternate location(s) within fourteen (14) days shall constitute Lessor's approval of the location(s) associated with said form.

2. Lessee agrees to indemnify, protect, save harmless and defend Lessor from and against any loss, claim or expense, including without limitation claims for injury or death to persons or damage to property occurring as a result of Lessee's use of the premises, or as a result of loss, expense, injury, death or damage, which would not have occurred but for Lessee's use of the premises, except to the extent any such damage or injury is caused by Lessor's negligence.

3. Lessee shall have Lessor's current water supply sampled and tested prior to the spudding of any well drilled on the leased premises. Should Lessor experience a material adverse change in the quality of Lessor's water supply, during or immediately after the completion of Lessee's drilling operations; Lessee shall, within 48 hours of Lessor's written request, sample and test Lessor's water supply at Lessee's expense. Should such test reflect a material adverse change as the result of Lessee's drilling operations on the leased premise, Lessee agrees to provide Lessor with potable water until such time as Lessor's water source has been repaired or replaced with a source of substantially similar quality.

4. No well shall be shut-in unless: (a) the shut-in is due to force majeure; (b) the shut-in is due to pipeline or equipment breakage, damage or malfunction; or (c) the shut-in is required because Lessee, in exercise of good faith and reasonable diligence, has been unable to secure a market for the production from such well. The shut-in status of any well shall persist only for so long as it is necessary to correct, through the exercise of good faith and due diligence, the condition giving rise to the shut-in or the well. No well shall be shut-in for the direct or indirect purpose of holding oil and/or gas reserves in place.

5. Any and all damages of Lessors crops or Lessor's tenant's crops shall be paid for by Lessee based on the current value in the area of whatever type of crops are being cultivated at the time of the disturbance.

6. Following Lessee's operation on said lands, Lessee shall be responsible for restoring the surface of the land that was disturbed by said operations to as near its original condition as is reasonably possible. Restoration shall include but not be limited to leveling and seeding the locations and roads used in Lessee's operations, removal of all tanks and other associated equipment and the cleanup of any products spills that may have occurred.

GRANTORS:


 John F. Mueller


 Jennifer H. Mueller

Jan Pest
 MARSHALL County 03:03:29 PM
 Instrument No 1296999
 Date Recorded 12/15/2010
 Document Type O&G
 Pages Recorded 6
 Book-Page 717-606
 Recording Fee \$6.00
 Additional \$6.00

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 23rd day of January, 2006, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 15th day of December, 2010 at 3:03 o'clock P.M.

TESTE: 

Clerk.